

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

FILED
IN CLERKS OFFICE

2005 JAN 26 A 11:44

SYSKOPLAN CONSULTING, INC.,

Plaintiff,

v.

ADVANCED MICRO DEVICES, INC.,

Defendant.

05 CIV 10153 MEL

Civil Action No.

RECEIPT # 11685
AMOUNT \$ 150.00
SUMMONS ISSUED N/A
LOCAL RULE 4.1 -
WAIVER FORM -
MCF ISSUED -
BY DPTY. CLK. M.P.
DATE 1/27/05

NOTICE OF REMOVAL

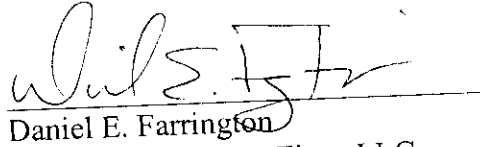
Pursuant to 28 U.S.C. § 1441(a), Defendant hereby removes this action from the
Middlesex County Superior Court, and in support thereof states the following:

MAGISTRATE JUDGE MBB

1. The parties to this action are citizens of different States and the amount in controversy exceeds \$75,000.00. Accordingly, original jurisdiction in this Court is proper pursuant to 28 U.S.C. § 1332(a).
2. This Notice of Removal has been filed within thirty days of service of process upon Defendant.
3. Attached hereto as Exhibit 1 are copies of all processes and pleadings served upon Defendant in this action.
4. Attached hereto as Exhibit 2 is a copy of the written notice of removal that is being filed with the Clerk of the Middlesex County Superior Court concurrently with this Notice of Removal.

Date: January 25, 2005

Respectfully submitted,

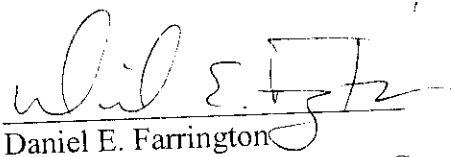


Daniel E. Farrington
The Farrington Law Firm, LLC
4550 Montgomery Avenue
Suite 775 North
Bethesda, MD 20814
(301) 951-1538 (Tel.)
(301) 951-1544 (Fax)

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of January, 2005, the foregoing Notice of Removal was served upon the following person by United States mail, postage prepaid:

Nelson G. Apjohn, Esq.
Edward A. Baker, Esq.
Nutter, McClennen & Fish, LLP
World Trade Center West
155 Seaport Boulevard
Boston, MA 02210-2604



Daniel E. Farrington
The Farrington Law Firm, LLC
4550 Montgomery Avenue
Suite 775 North
Bethesda, MD 20814
(301) 951-1538 (Tel.)
(301) 951-1544 (Fax)

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

MIDDLESEX, ss
[seal]

No.

SYSKOPLAN CONSULTING
INCORPORATED, Plaintiff(s)

v.

ADVANCED MICRO
DEVICES INCORPORATED, Defendant(s)

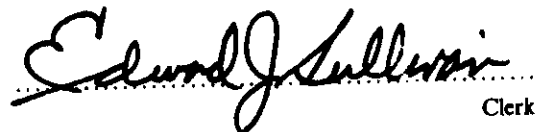
SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Nelson G. Apjohn/Edward A. Baker
World Trade Center West
of Nutter McClennen & plaintiff's attorney, whose address is 155 Seaport Boulevard
Fish LLP Boston, MA 02210
an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike Street
Cambridge, MA 02141 either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Witness, Robert A. Mulligan, Esquire, at Middlesex
the day of January
in the year of our Lord one thousand nine hundred and Two Thousand and Five


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

COPY

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
CIVIL ACTION NO. 05-0029

SYSKOPLAN CONSULTING INC.,

Plaintiff

v.

ADVANCED MICRO DEVICES,
INC.


Defendant.

CORPORATE DISCLOSURE
STATEMENT OF SYSKOPLAN
CONSULTING INC. _____

Pursuant to Massachusetts Supreme Judicial Court Rule 1:21, plaintiff Syskoplan Consulting Inc. hereby states that syskoplan AG is its parent company and the only publicly held corporation that owns 10% or more of its stock.

SYSKOPLAN CONSULTING INC.

By its attorneys,



Nelson G. Apjohn (BBO #020373)
Edward A. Baker (BBO #651171)
Nutter McClennen & Fish LLP
World Trade Center West
155 Seaport Boulevard
Boston, Massachusetts 02493
(617) 439-2000

January 5, 2005

Certificate of Service

I certify that I served the foregoing document today on ~~all counsel by mail.~~ *defendant by hand.*



Edward A. Baker

January 6, 2005

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
CIVIL ACTION NO. 05-0029

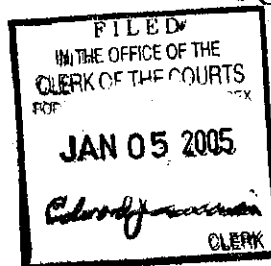
SYSKOPLAN CONSULTING INC.,

Plaintiff

v.

ADVANCED MICRO DEVICES,
INC.

Defendant.



MOTION TO APPOINT SPECIAL PROCESS SERVER

Pursuant to Mass. R. Civ. P. 4(c), plaintiff Syskoplan Consulting Inc. ("Syskoplan") moves for an Order appointing Thomas L. Savage as special process server in this action.

In support of this motion, Syskoplan states that Mr. Savage is experienced in the service of process, is over 18 years of age, and is disinterested in the outcome of this action.

SYSKOPLAN CONSULTING INC.

By its attorneys,

A handwritten signature in dark ink, appearing to be "Nelson G. Apjohn".

Nelson G. Apjohn (BBO #020373)
Edward A. Baker (BBO #651171)
Nutter McClennen & Fish LLP
World Trade Center West
155 Seaport Boulevard
Boston, Massachusetts 02493
(617) 439-2000

1/5/05
Murtagh (date)
J. MOTION
allowed
Attest: Ellen M. DiPace
Deputy Asst. Clerk

January 5, 2005



Edward A. Baker
Direct Line: 617-439-2291
Fax: 617-310-9291
E-mail: ebaker@nutter.com

January 5, 2005
22849-1

By Hand.

Civil Clerk's Office
Middlesex County Superior Court
40 Thorndike St.
Cambridge MA 02141

Re: Syskoplan Consulting Inc. v. Advanced Micro Devices Inc.

Dear Sir/Madam:

Enclosed is an original and copy of the following documents for filing by Syskoplan Consulting Inc.:

1. Civil Action Cover Sheet;
2. Complaint And Demand For Jury Trial;
3. Corporate Disclosure Statement;
4. Motion To Appoint Special Process Server.

I am also enclosing a summons and a check in the amount of \$275.00 to cover the Complaint filing fee. Kindly validate and return the summons, along with a date-stamp copy of the above documents, with the messenger.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'E. Baker'.

Edward A. Baker

Nutter McClennen & Fish LLP ■ Attorneys at Law

World Trade Center West ■ 155 Seaport Boulevard ■ Boston, MA 02210-2604 ■ 617-439-2000 ■ Fax: 617-310-9000 ■ www.nutter.com

COPY

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
CIVIL ACTION NO. 05-0029_____
SYSKOPLAN CONSULTING INC.,

Plaintiff

v.

ADVANCED MICRO DEVICES,
INC.Defendant.
_____**MOTION TO APPOINT SPECIAL PROCESS SERVER**

Pursuant to Mass. R. Civ. P. 4(c), plaintiff Syskoplan Consulting Inc. ("Syskoplan") moves for an Order appointing Thomas L. Savage as special process server in this action.

In support of this motion, Syskoplan states that Mr. Savage is experienced in the service of process, is over 18 years of age, and is disinterested in the outcome of this action.

SYSKOPLAN CONSULTING INC.

By its attorneys,



Nelson G. Apjohn (BBO #020373)

Edward A. Baker (BBO #651171)

Nutter McClennen & Fish LLP

World Trade Center West

155 Seaport Boulevard


Boston, Massachusetts 02493

(617) 439-2000

January 5, 2005

Certificate of Service

I, Edward Baker, certify that on January 6, 2005, a copy of this document was served by ~~mail on all counsel of record.~~
hand on defendant's agent



Edward A. Baker

January 6, 2005

1392584.1

CIVIL ACTION COVER SHEET		CASE NO. (S)	Trial Court of Massachusetts Superior Court Department County: <u>Middlesex</u>
PLAINTIFF(S) Syskoplan Consulting, Incorporated		DEFENDANT(S) Advanced Micro Devices, Incorporated	
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE Nelson G. Apjohn/Edward A. Baker Nutter McClennen & Fish LLP 155 Seaport Blvd, Boston, Ma 02210 tel: 617-439-2000 <small>Board of Bar Overseers number:</small>		ATTORNEY (if known)	
020373/651171		Origin code and track designation Place an x in one box only:	
<input checked="" type="checkbox"/> 1. F01 Original Complaint <input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F) <input type="checkbox"/> 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)		<input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X) <input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X) <input type="checkbox"/> 6. E10 Summary Process Appeal (X)	
TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)			
CODE NO. A01	TYPE OF ACTION (specify) Services, Labor, Materials	TRACK (F) (x) Yes () No	IS THIS A JURY CASE? () Yes () No
The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.			
TORT CLAIMS (Attach additional sheets as necessary)			
A. Documented medical expenses to date:			
1. Total hospital expenses			\$
2. Total Doctor expenses			\$
3. Total chiropractic expenses			\$
4. Total physical therapy expenses			\$
5. Total other expenses (describe)			\$
Subtotal			\$
B. Documented lost wages and compensation to date			
C. Documented property damages to date			
D. Reasonably anticipated future medical and hospital expenses			
E. Reasonably anticipated lost wages			
F. Other documented items of damages (describe)			
G. Brief description of plaintiff's injury, including nature and extent of injury (describe)			
TOTAL			\$
CONTRACT CLAIMS (Attach additional sheets as necessary)			
Provide a detailed description of claim(s):			
This is an action for breach of a written contract promising payment for computer software consulting services, and for quantum meruit.			
TOTAL			\$ 80,961.78
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT			
"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."			
Signature of Attorney of Record <u>[Signature]</u>			DATE: <u>1/5/05</u>

COPY

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT

C.A. No. _____

05-0029

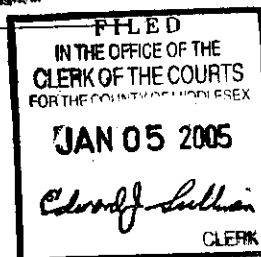
SYSKOPLAN CONSULTING INC.,)

Plaintiff,)

v.)

ADVANCED MICRO DEVICES)
INC.,)

Defendant.)

**COMPLAINT AND DEMAND
FOR JURY TRIAL**INTRODUCTION

1. This is an action for breach of a written contract promising payment for computer software consulting services, and for quantum meruit.

PARTIES

2. Syskoplan Consulting Incorporated ("Syskoplan") is a Delaware corporation with a principal place of business at 35 Corporate Drive, Suite 190, Burlington, Massachusetts.

3. Advanced Micro Devices, Inc. ("AMD"), is a Delaware corporation with a usual place of business at 80 Central Street, Boxborough, Massachusetts. AMD is registered to do business in Massachusetts. AMD's principal place of business is at One AMD Place, Sunnyvale, California.

FACTS

4. Syskoplan is a systems integration company that provides functional and technical business process consulting, implementation, and systems integration services. In addition, Syskoplan develops high-value solutions for a wide variety of international companies. In this

connection, Syskoplan established a business relationship with Computer Associates International, Inc. ("Computer Associates") to extend Computer Associate's CleverPath™ Portal Solution offering to include the Syskoplan Enterprise Portlet Library ("EPL") and integration services as required. Syskoplan's EPL provides CleverPath customers with an integrated solution for building, deploying and maintaining an enterprise portal that leverages current legacy applications infrastructure without the need to re-engineer back-end systems.

5. Founded in 1969, AMD designs and produces microprocessors, Flash memory devices, and low-power processor solutions for the computer, communications, and consumer electronics industries. Its products are sold in Massachusetts and throughout the world. AMD employs roughly sixty employees at its design center in Boxborough, Massachusetts.

6. On or about March 2003, AMD contacted Syskoplan, either directly or through Computer Associates, to inquire about Syskoplan's software integration services. Syskoplan responded to these inquiries by arranging for a meeting between key personnel from AMD and Syskoplan to discuss and demonstrate Syskoplan's products and capabilities. As a result of these meetings, which occurred in early 2003, AMD requested that Syskoplan develop a formal proposal to provide software consulting services at its Texas location, specifically, the integration of CleverPath software with AMD's system software through the installation and customization of Syskoplan's EPL software.

7. In response to AMD's request, Syskoplan drafted a Services Proposal. On or about April 11, 2003, a final version of this proposal, titled "Enterprise Portlet Development Services Proposal for AMD" (v.3.3)("Services Proposal"), was submitted to AMD for its consideration. The Services Proposal was signed and accepted by AMD and Syskoplan on or

about April 30, 2003.

8. Among other things, the Services Proposal provided that AMD would pay Syskoplan \$75,000 for the services described therein, plus all reasonable travel and living expenses incurred by Syskoplan resources while working on the AMD project. The Services Proposal was to be implemented in two cycles over approximately an eight-week period, commencing from the date that Syskoplan was given secure remote access to AMD's development environment. Payment of all fees and expenses owed to Syskoplan was to be due "within thirty (30) days after Syskoplan has submitted to AMD an invoice," unless AMD disputed an invoice "in writing to Syskoplan within 30 days from the invoice date." The Services Proposal also provided that "a late payment fee of 1.5% monthly (18% annually), or the maximum rate allowed by law, whichever is less, will be charged to any past due balance."

9. On April 30, 2003, AMD and Syskoplan also entered into a Consulting Services Agreement ("Agreement"). This Agreement contained additional terms of the contractual arrangement between AMD and Syskoplan, and provided that compensation for Syskoplan's services and deliverables "shall be as set forth in the applicable Scope of Work," a reference to the Services Proposal. Specifically, Section 3 of the Agreement states that "[a]ll fees and charges shall be due and payable by AMD net Thirty (30) days following receipt of [Syskoplan's] itemized invoice and acceptance of the Services as described in Section 5(b) herein." Section 5(b) of the Agreement states that "[Syskoplan] shall notify AMD when it has completed the Services described in the [Services Proposal]" and that "within seven (7) days of [Syskoplan's] notice, AMD shall either (i) notify [Syskoplan] that AMD accepts the Services; or (ii) advise [Syskoplan] of any deficiencies in the Services." Syskoplan was to be given an opportunity to correct any deficiencies if notified in this manner.

10. Syskoplan gained secure remote access to AMD's development environment on or about May 2003. Syskoplan immediately commenced work on the services as described in the Services Proposal, including the installation of Syskoplan's EPL software onsite at AMD. On or about July 2003, Syskoplan completed the services contemplated by the Services Proposal and notified AMD of this fact. Syskoplan then submitted two invoices to AMD on or before August 8, 2003. (See Exhibit A). Both invoices were dated July 20, 2003. The first invoice was in the amount of \$75,000 and covered the fees due as agreed under the Services Proposal. The second covered travel and other expenses of Syskoplan employees, and was in the amount of \$1,354.70. Together, these invoices totaled \$76,354.70.

11. AMD did not provide Syskoplan with notice of any deficiencies in the services and product delivered within the time period established by the Agreement, nor an opportunity to correct any deficiencies AMD may have perceived.

12. Syskoplan provided AMD with a second written notice of the two invoices past due by letter dated December 22, 2003. (See Exhibit B). Syskoplan subsequently sent AMD a third written notice by letter dated April 30, 2004. (See Exhibit C). It made yet another attempt to collect on the outstanding invoices by letter dated May 18, 2004. (See Exhibit D). Syskoplan has not received payment on its invoices to AMD. To date, late fees on the two outstanding invoices total approximately \$4,607.08.

COUNT I

(Breach of Contract)

13. Syskoplan restates and incorporates herein by reference the allegations in Paragraphs 1-12 above.

14. Pursuant to the terms of its written agreement, AMD agreed to pay Syskoplan for its software integration services relating to a customized EPL software product.

15. AMD has failed and refused to pay Syskoplan's invoices for its software integration services relating to a customized EPL software product. Any conditions precedent for payment have been performed or have occurred.

16. By its above-described actions, AMD has breached its contract, and payment of Syskoplan's invoices is past due.

COUNT II

(Quantum Meruit)

17. Syskoplan restated and incorporates herein by reference the allegations in Paragraphs 1-16 above.

18. Syskoplan has substantially performed the work described and agreed to in the Services Proposal.

19. Syskoplan is entitled to recover the fair value of the work for which it has not been paid.

CLAIM FOR JURY TRIAL

Syskoplan claims a trial by jury on all claims so triable as of right.

PRAYER FOR RELIEF

WHEREFORE, Syskoplan respectfully requests that this Court:

- A. Enter judgment under Counts I and II against AMD and in favor of Syskoplan in an amount not less than \$80,961.78 plus interest and costs;
- B. Provide such other and further relief as this Court deems just and proper.

SYSKOPLAN CONSULTING INC.

By its attorneys,



Nelson G. Apjohn (BBO# 020373)
Edward A. Baker (BBO# 651171)
Nutter, McClennen & Fish, LLP
World Trade Center West
155 Seaport Boulevard
Boston, MA 02210-2604
(617) 439-2000

Dated: January 5, 2005

1368049.4

Exhibit A



REDACTED

Advanced Micro Devices, Inc.
One AMD Place
Sunnyvale, CA 94088

Invoice 500000613

7/20/03

Order	Amount	S. Office	Customer ID	Your Purchase Order Number
600230	75,000.00	U222	500205	

Terms:
Net

Currency:

Project:

AMD EPL License	Quantity	Price/Unit	Amount
EPL License	1.00 LE	75,000.00 USD	75,000.00
Total			75,000.00



Syskoplan Consulting Incorporated
35 Corporate Drive, Suite 190
Burlington, Massachusetts 01803
Telephone 781 270 9100
Fax 781 270 1400

www.syskoplan.com
e-mail: sysko.info@syskoplan.com

Advanced Micro Devices, Inc.
Attention Accounts Payable
One AMD Place
Sunnyvale, CA 94088

Invoice 500000613

Duplicate*

7/20/2003

Order	Amount	S. Office	Customer ID	Your Purchase Order Number
600230	75,000.00	U222	500205	

Terms:
Net

Currency:

Project:

EPL Implementation Services	Quantity	Price/Unit	Amount
EPL Implementation Services	1.00 LE	75,000.00 USD	75,000.00
Total			75,000.00

*Please note revised description

Exhibit B



REDACTED

December 22, 2003

Advanced Micro Devices
Accounts Payable Mailstop 503
5204 East Ben White Bld.
Austin, TX 78741

Dear Accounting Manager,

I am having problems connecting to the Accounts Payable department via the switchboard. I am looking for payment on 2 over due invoices.

Invoice #500000613	6/30/03	\$75,000.00
Invoice #500000619	6/30/03	\$1,354.70

Please forward the payment information or follow up with an explanation on their delay.

Kind regards,

Joana Freitas



Syskoplan Consulting Incorporated
 35 Corporate Drive, Suite 190
 Burlington, Massachusetts 01803
 Telephone 781 270 9100
 Fax 781 270 1400

www.syskoplan.com
 e-mail: syskoinfo@syskoplan.com

Advanced Micro Devices
 Accounts Payable Mailstop 503
 5204 E. Ben White Bld.
 Austin, TX 78741

DUPLICATE

OVER DUE

Invoice 500000619

Duplicate

7/20/2003

Order	Amount	S. Office	Customer ID	Your Purchase Order Number
600234	1,354.70	U222	500205	

Terms:
 Net

Currency: USD

Project:

AMD Services	Quantity	Price/Unit	Amount
AMD Services- Stephen Blanchard			
Consultant Total Expenses			
MEALS	1.00 LE	35.21 USD	35.21
AIRFARE	1.00 LE	868.00 USD	868.00
HOTEL	1.00 LE	227.31 USD	227.31
RENTAL CAR	1.00 LE	224.18 USD	224.18
Total			1,354.70



Advanced Micro Devices
Accounts Payable Mailstop 503
5204 E. Ben White Blvd.
Austin, TX 78741

Syskoplan Consulting Incorporated
35 Corporate Drive, Suite 190
Burlington, Massachusetts 01803
Telephone 781 270 9100
Fax 781 270 1400

www.syskoplan.com
e-mail: syskoinfo@syskoplan.com

DUPLICATE OVER DUE

Invoice 500000613

Duplicate*

7/20/2003

Order	Amount	S. Office	Customer ID	Your Purchase Order Number
600230	75,000.00	U222	500205	

Terms:
Net

Currency:

Project:

EPL Implementation Services	Quantity	Price/Unit	Amount
EPL Implementation Services	1.00 LE	75,000.00 USD	75,000.00
Total			75,000.00

*Please note revised description

Exhibit C



REDACTED



Syskoplan Consulting Incorporated
35 Corporate Drive, Suite 190
Burlington, Massachusetts 01803
Telephone 781 270 9100
Fax 781 270 1400

www.syskoplan.com
e-mail: syskoinfo@syskoplan.com

April 30, 2004

Mr. Fred Mapp
Advanced Micro Devices
Accounts Payable Mailstop 503
5204 East Ben White Bld.
Austin, TX 78741

COLLECTION NOTICE -- SECOND REQUEST

Dear Mr. Mapp:

The following invoices are long past due. According to our records, the product was installed by the EPL team and the services completed in 2003. Please immediately remit the \$76,354.70 via check or wire.

Invoice #500000613	6/30/03	\$75,000.00
Invoice #500000619	6/30/03	\$1,354.70

Kind regards,

A handwritten signature in cursive script that reads "Susan J. Richards".
Susan J. Richards
Controller



Advanced Micro Devices
Accounts Payable Mailstop 503
5204 E. Ben White Bld.
Austin, TX 78741

Syskoplan Consulting Incorporated
35 Corporate Drive, Suite 190
Burlington, Massachusetts 01803
Telephone 781 270 9100
Fax 781 270 1400

www.syskoplan.com
e-mail: syskoinfo@syskoplan.com

DUPLICATE
OVER DUE

Invoice 500000613

Duplicate*

7/20/2003

Order	Amount	S. Office	Customer ID	Your Purchase Order Number
600230	75,000.00	U222	500205	

Terms:
Net

Currency:

Project:

EPL Implementation Services	Quantity	Price/Unit	Amount
EPL Implementation Services	1.00 LE	75,000.00 USD	75,000.00
Total			75,000.00

*Please note revised description



Syskoplan Consulting Incorporated
 35 Corporate Drive, Suite 190
 Burlington, Massachusetts 01803
 Telephone 781 270 9100
 Fax 781 270 1400

www.syskoplan.com
 e-mail: syskoinfo@syskoplan.com

Advanced Micro Devices
 Accounts Payable Mailstop 503
 5204 E. Ben White Blvd.
 Austin, TX 78741

DUPLICATE

OVER DUE

Invoice 500000619

Duplicate

7/20/2003

Order	Amount	S. Office	Customer ID	Your Purchase Order Number
600234	1,354.70	U222	500205	

Terms:
 Net

Currency: USD

Project:

AMD Services	Quantity	Price/Unit	Amount
AMD Services- Stephen Blanchard			
Consultant Total Expenses			
MEALS	1.00 LE	35.21 USD	35.21
AIRFARE	1.00 LE	868.00 USD	868.00
HOTEL	1.00 LE	227.31 USD	227.31
RENTAL CAR	1.00 LE	224.18 USD	224.18
Total			1,354.70

AIRFLIGHT INSURANCE PREMIUM

TKT NO. 03710285050211

Reference: 060120030418

April 24, 2003

5.00

EXPEDIA SERVICE AND 800-397-3342 WA

165289112 INTERNET

Reference: 060120030428

April 26, 2003

10.50

AIRFLIGHT INSURANCE PREMIUM

TKT NO. 00610285571205

Reference: 060120030428

Activity for STEPHEN G BLANCHARD

New Charges:

144.84

Total Due In Full Activity

144.84

Flexible Payment Summary

Previous Balance \$	Payments/Credits \$	Finance Charge	New Charges	Amount \$	New Balance \$
3,025.76	-3,145.24	0.00	3,139.00		3,019.52

Sign & Travel® and/or Extended Payment Option™

Thank you for using Flexible Payment Option.

Transactions for STEPHEN G BLANCHARD

April 9, 2003

PAYMENT RECEIVED - THANK YOU

RC1 MS000000000

April 16, 2003

US AIRWAYS ATLANTA GA

20030418

April 16, 2003

ASU HOUSING 800-4245250 IL

0305ASUMS BUSINESS SERVRC1 MS00049566

April 17, 2003

PREEMPTIVE SOLUTIONSEUCLID OH

0000-0417 JAVA SOFTWARE RC1 MS00084833

April 22, 2003

EXPLO TEMPORARY CREDIT

FOR # 99421700000769 RC1 MS000000000

April 24, 2003

DELTA AIR LINES ATLANTA GA

20030424

April 25, 2003

NORTHWEST AIRLINES ATLANTA GA

20030425

April 25, 2003

SOUTHWEST AIRLINES DALLAS TX

TKT# 5262746981354 RC1 MS00083404

Activity For STEPHEN G BLANCHARD

Card #: XXXX-XXXXXX-01007

-6.24

Total Sign & Travel® and/or Extended Payment Option Activity

-6.24

Reference: 050120030429

April 28, 2003

MIDWAY AIRPORT CONCESSIONS CHICAGO IL
FOOD/BEVERAGE

5.85

FOOD

4.85

TIP

1.00

Reference: 050120030429

April 29, 2003

GOODWILL ADJUSTMENT
DATE OF ABOVE 04/29

-19.95

Reference: 050120030429

April 29, 2003

REBILLING OF OUR PREV. ISSUED CREDIT
DATE OF ABOVE 04/29

19.95

Reference: 050120030429

May 1, 2003

~~MEM RWDS ANNUAL PROGRAM FEE~~

40.00

Reference: 050220030501

May 2, 2003

AUSTIN-BERGSTROM INTL AUSTIN TX
012379643 FOOD/BEV

35.21

Reference: 050120030503

May 2, 2003

MANCHESTER AIRPORT MANCHESTER NH
063512632 PARKING FEES

42.00

Reference: 050120030504

May 2, 2003

ANTON AIRFOODS HEBRON KY
FOOD/ BEVERAGE

13.44

FOOD-BEV

11.44

WAITER

2.00

Reference: 050120030505

May 13, 2003

AMAZON.COM *SSI MGZN800-586-2199 WA
1SCUF803W MAGAZINES

11.97

Reference: 050120030513

May 13, 2003

UCC 3012872424 MD
00000050 PUBLICATIONS

59.95

Reference: 050120030515

May 18, 2003

ORIGINAL PAPA JOES NEW ORLEANS LA
FOOD/BEVERAGE

87.65

FOOD

72.65

TIP

15.00

Reference: 050120030519

May 20, 2003

RHINO BUSINESS SERVICE NEW ORLEANS LA
079329692 COPYING CENTER

60.00

Reference: 050120030521

May 21, 2003

MASSPORT AUTH LOGAN EAST BOSTON MA
76530018 PARKING FEES

96.00

Reference: 050120030522

May 21, 2003

D C CONCESSIONS #45 WASHINGTON DC
FOOD/BEVERAGE

7.27

FOOD/BEV

7.27

Reference: 050120030524

Activity for STEPHEN G BLANCHARD

New Charges:

604.02

Exhibit D



REDACTED



Syskoplan Consulting Incorporated
35 Corporate Drive, Suite 190
Burlington, Massachusetts 01803
Telephone 781 270 9100
Fax 781 270 1400

www.syskoplan.com
e-mail: syskoinfo@syskoplan.com

May 18, 2004

Mr. Fred Mapp
Advanced Micro Devices
Accounts Payable Mailstop 503
5204 East Ben White Bld.
Austin, TX 78741

COLLECTION NOTICE – THIRD REQUEST

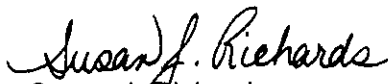
Dear Mr. Mapp:

The following invoices are long past due. According to our records, the product was installed by the EPL team and the services completed in 2003. Please immediately remit the \$76,354.70 via check or wire.

Invoice #500000613	6/30/03	\$75,000.00
Invoice #500000619	6/30/03	\$1,354.70

If payment is not received by May 31, 2004, the matter will be turned over to our attorney for collection.

Regards,


Susan J. Richards
Controller

28

FedEx **US Airbill**
ExpressFedEx
Tracking
Number

8465 3278 6762

Sender's

1 From *Please print and print last.* Sender's FedEx Account Number **2124-6219-5**

Date **5/19/04**

Sender's Name **Susan J. Richards** Phone **(781) 270-9100**

Company **SYSKOPLAN CONSULTING INC**

Address **35 CORPORATE DR** Dept./Floor/Suite/Room

City **BURLINGTON** State **MA** ZIP **01803-4244**

2 Your Internal Billing Reference OPTIONAL

3 To Recipient's Name **Mr. Fred Mapp** Phone ()

Company **Advanced Micro Devices**

Recipient's Address **Accounts Payable Mailstop 503** Dept./Floor/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address **6204 East Ben White Blvd.**

To request a package be held at a specific FedEx location, print FedEx address here.

City **Austin** State **TX** ZIP **78741**

4a Express Package Service

Packages up to

☐ FedEx Priority Overnight Next business morning*

☐ FedEx Standard Overnight Next business afternoon*

☐ FedEx First Overnight Earliest next business delivery to select locations

☒ FedEx 2Day Second business day*

☐ FedEx Express Saver Third business day*

FedEx Envelope rate not available. Minimum charge: One-pound rate.

4b Express Freight Service

Packages over

☐ FedEx 1Day Freight* Next business day**

☐ FedEx 2Day Freight Second business day**

☐ FedEx 3Day Freight Third business day**

* Call for Confirmation. ** Declared value

5 Packaging

☒ FedEx Envelope*

☐ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

☐ FedEx Box

☐ FedEx Tube

6 Special Handling

☐ SATURDAY Delivery Available only for FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes.

☐ HOLD Weekday at FedEx Location

☐ HOLD Saturday at FedEx Location

Does this shipment contain dangerous goods?

☐ No ☐ Yes As per attached Shipper's Declaration ☐ Yes Shipper's Declaration not required ☐ Dry Ice Dry Ice, 6 UN 1845 ☐ Cargo Aircraft On

Dangerous goods (including Dry Ice) cannot be shipped in FedEx packaging.

7 Payment

Bill to: Enter FedEx Acct. No. or Credit Card No. below.

☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Co.

FedEx Acct. No. Credit Card No.

Total Packages **1** Total Weight **1.00** Total Declared Value* \$ **0.00**

*Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 Sign to Authorize Delivery Without a Signature

By signing this Airbill you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

SRS - Rev. Date 11/03 - Part #150719 - ©1994-2003 FedEx - PRINTED IN U.S.A.

Online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

Questions? Visit our Web site at **fedex.com** or call 1.800.GoFedEx 1.800.463.3339.

0276036635

461

**COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY SUPERIOR COURT**

SYSKOPLAN CONSULTING, INC.,

Plaintiff,

v.

ADVANCED MICRO DEVICES, INC.,

Defendant.

Superior Court C.A. No. 05-0029

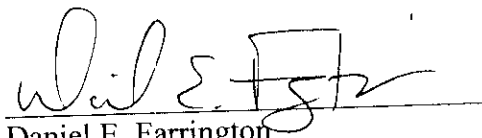
NOTICE OF REMOVAL

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that Defendant has removed this action pursuant to 28 U.S.C. § 1441 to the United States District Court for the District of Massachusetts. Pursuant to 28 U.S.C. § 1446(d), a copy of the Notice of Removal is attached hereto as Exhibit 1.

Date: January 25, 2005

Respectfully submitted,

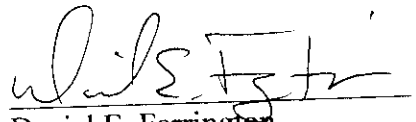


Daniel E. Farrington
The Farrington Law Firm, LLC
4550 Montgomery Avenue
Suite 775 North
Bethesda, MD 20814
(301) 951-1538 (Tel.)
(301) 951-1544 (Fax)

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of January, 2005, the foregoing Notice of Removal was served upon the following person by United States mail, postage prepaid:

Nelson G. Apjohn, Esq.
Edward A. Baker, Esq.
Nutter, McClennen & Fish, LLP
World Trade Center West
155 Seaport Boulevard
Boston, MA 02210-2604


Daniel E. Farrington
The Farrington Law Firm, LLC
4550 Montgomery Avenue
Suite 775 North
Bethesda, MD 20814
(301) 951-1538 (Tel.)
(301) 951-1544 (Fax)